



CITY OF HOUSTON

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June 16, 2015

SUBJECT: Letter of Clarification No. 5 to Invitation to Bid No. S19-L25424 for Sale of Crushed Concrete for the Department of Public Works and Engineering

TO: All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

- Respond to questions posed by perspective bidders:

- 1.) The following questions and City of Houston responses are hereby incorporated and made part of the invitation to bid.

Question No 1: Is this bid for the sale of material by the COH.

Answer: Yes.

Question No 2: Is the COH looking for a release for the sale of material.

Answer: Yes.

Question No 3: Is the COH looking for a release for securing and transporting the material.

Answer: The securing and transporting the material appears to be separate and distinct from the obligations of the contractor under this contract and therefore, the City is not asking for a release as to those items.

Question No 4: Is the COH looking for a release if the material is contaminated or contains non-hazardous waste.

Answer: Yes, as between the City and the contractor, the contractor cannot look to the City to cover that exposure. No asbestos material will be collected or transported to the facilities.

Question No. 5: Is the COH expecting an indemnity and if so for what.

Answer: Yes.

Question No. 6: Is the intent for the accepting facility to indemnify the COH.

Answer: Yes.

Question No. 7: Can the accepting facility reject material w/o payment that contains non-recyclables contaminates and/or hazardous waste.

Answer: Yes.

LETTER OF CLARIFICATION 5

Sale of Crushed Concrete for the Department of Public Works and Engineering SOLICITATION NO. S19-L25424

Question No. 8: How or why is a material purchaser classified as a contractor when no work is performed for the COH.

Answer: The word "contractor" is a generic term we use to identify the other party. We could use "material purchaser" in lieu thereof.

Question No. 9: If the COH's intent is for the successful bidder to be identified as a contractor even though no service or product is supplied, when would the indemnity apply.

Answer: Yes, once material arrives at the facility.

Question No. 10: For clarity, our concern is who is liable for exposure during the removal and loading of this material before it is delivered; the liability for transport of this material; and the liability if it contains hazardous or contaminated waste when it arrives at our facility.

Answer: It not intended that the indemnity apply until the product is at the facility. If the contractor is sued by a buyer because the material is contaminated, the City wants the indemnity to apply.

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

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END OF LETTER OF CLARIFICATION 5